

CONFORMED COPY
Copy of Document Recorded at
the request of USAED SACTO S
PK RE R
as 2004-09552 Fee 64.00
on 10/05/2004 at 03:14P
Theresa Nagel, County Clerk-
Recorder

RECORDING REQUESTED BY:

Department of the Army
Sierra Army Depot
Herlong, California 96113

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Sacramento Office
8800 Cal Center Drive
Sacramento, California 95826
Attention: Anthony J. Landis, P.E., Chief
Northern California Operations,
Office of Military Facilities

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

Re: North East Shore Parcel, West Airfield Parcel, North Cross Depot Access Parcel, and
Amadee Electrical Substation Parcel within the Sierra Army Depot, Herlong, California.

THIS COVENANT AND AGREEMENT ("Covenant") is made by and between the
United States of America, acting by and through the Department of the Army (the "Covenantor"
or "Army"), the current owner of the property situated in Herlong, County of Lassen, State of
California, as depicted in Exhibit A, which is attached and incorporated herein by this reference
("Property"), and the State of California acting by and through the Department of Toxic
Substances Control ("DTSC").

Pursuant to Civil Code section 1471(c), DTSC has determined that this Covenant is
reasonably necessary to protect present or future human health or safety or the environment as a
result the presence on the land of hazardous materials, as defined in Health & Safety Code
("H&SC") Section 25260. The Covenantor and DTSC, collectively referred to as the "Parties,"

hereby agree, pursuant to the Civil Code section 1471, H&SC section 25222.1, and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I STATEMENT OF FACTS

1.1 The Property, totaling approximately 855 acres, as depicted as Parcels 1 through 4 in Exhibit A and described in Exhibits B-1 through B-4 and more particularly described as follows:

- North East Shore Parcel – This parcel is undeveloped open space in the northwest corner of Sierra Army Depot (SIAD), next to Honey Lake. The total area of this parcel is approximately 423.06 acres, it is depicted as Parcel 1 on Exhibit A, and the legal description is attached as Exhibit B-1.
- West Airfield Parcel – This parcel is undeveloped open space in the northwest corner of SIAD, next to the North East Shore Parcel. The total area of this parcel is approximately 257.35 acres, it is depicted as Parcel 2 on Exhibit A, and the legal description is attached as Exhibit B-2.
- North Cross Depot Access Parcel – This parcel is dirt roadway and open space approximately 1.8 miles long and of varying widths. The total area of this parcel is approximately 174.04 acres, it is depicted as Parcel 2 on Exhibit A, and the legal description is attached as Exhibit B-3.
- Amadee Electrical Substation Parcel – An electrical substation owned by the Lassen Municipal Utility District is located on the parcel. The total area of this parcel is approximately 1.13 acres, it is depicted as Parcel 4 on Exhibit A, and the legal description is attached as Exhibit B-4.

//



2004-09552
Pg: 1 / 20

1.2 The constituents of concern, or hazards, at the above-listed parcels are discarded military munitions and munitions debris known as munitions and explosives of concern (MEC)¹ which were deposited on the parcels as a result of historic open burning/open detonation (OB/OD) of MEC on the adjacent Honey Lake Demolition Range. The first documented demolition of MEC through OB/OD occurred in 1945 on the dry lake bed of Honey Lake. Use of Honey Lake Demolition Range for OB/OD activities continued through the 1950s. The North East Shore, West Airfield, North Cross Depot Access, and the Amadee Electrical Substation Parcels were used as a buffer area for the former Honey Lake Demolition Range. The OB/OD activities on the lake bed resulted in the deposition of MEC on the Property, posing a risk to human health or the environment.

The SIAD history in the Archives Search Report indicate that a variety of ordnance items (including 20-millimeter [mm], 37 mm, 75 mm, 105 mm, and 155 mm projectiles; 60 mm and 81 mm mortars; 2.36-inch and 4.5-inch rockets; hand grenades; small arms; flares; antipersonnel and antitank mines; cluster bombs; 250-pound [lb], 500-lb, and 2,000-lb bombs; and others) were stored at the SIAD and/or destroyed at the former Honey Lake Demolition Range (adjacent to the Property).

1.3 A portion of the North East Shore Parcel was used as a munitions test site, commonly referred to as the former Function Test Range. The former Function Test Range was established in the early 1950s beyond the eastern high-water shoreline of Honey Lake and adjacent to the Honey Lake Demolition Range within the North East Shore Parcel. Pyrotechnics, grenades, mines, and small arms were test fired or detonated at the site to measure their performance. This testing also resulted in MEC and munitions debris on the North East Shore

¹ **Munitions and Explosives of Concern (MEC).** This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks means: (A) Unexploded Ordnance (UXO), as defined in 10 U.S.C. 101(e)(5)(A) through (C); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710(e)(3), present in high enough



Parcel and the West Airfield Parcel.

1.4 An Engineering Evaluation and Cost Analysis (EE/CA) report was prepared in April 2004 for the Property to collect data to support the evaluation of ordnance risk and develop appropriate MEC response (hazard reduction) actions for the project site. The EE/CA reported that 117 MEC (hazardous) items and 14,422 MEC scrap (inert and non-hazardous) items were recovered during the field investigation. Additional information regarding the investigation could be found in the April 2004 EE/CA.

From field data gathered during the EE/CA investigation, a qualitative risk analysis was prepared using an approach known as the Ordnance and Explosives Risk Impact Assessment (OERIA). The OERIA evaluated the level of MEC risk to the public in terms of the likelihood of exposure and the severity of exposure to MEC. Based on the MEC hazard level, a risk reduction response action was proposed for the Property. The recommended response action for the Property was Subsurface Clearance to depth utilizing handheld detection devices. The performance standard for the response was identified as removal of all MEC and munitions debris of a size equal to or larger than a 20 mm projectile to a depth of one foot. A portion of the Property, identified in the EE/CA as the Pole Line Road Sector, had previously been cleared to the performance standard and was not recommended for additional investigation in the EE/CA.

1.5 The final DTSC Remedial Action Plan (RAP) was approved on June 10, 2004. Based on the potential for MEC risks affecting human safety and the environment, the RAP selected "Subsurface Clearance of MEC and Institutional Controls" as the final remedy. "Institutional Controls," specifically a Land Use Covenant to restrict the use of the property, was selected as part of the final remedy because current technologies available do not detect or remove all MEC hazards in a cost effective manner.

concentrations to pose an explosive hazard. (Note: MEC was formerly referred to as ordnance and explosives or OE.)



2004-09552
Pg: 3/20

1.6 From April to August 2004, the Army conducted a munitions response on the Property. As part of the munitions response and DTSC RAP recommendations, the Army investigated the Property with handheld metal detectors. The performance goal of the investigation was to detect all metal items the size of a 20 mm projectile or larger to a depth of one foot. The Army subsequently investigated all detected anomalies and removed all metal items larger than a 20 mm projectile (i.e., a metallic object 4/5 inch by 4 inches). The Site-Specific Final Report stated that 77 live MEC items and 4415.95 lbs of MEC scrap were found during the response action.

1.7 The Property has now been "cleared" of "reasonably possible to detect" MEC by the Army; nonetheless, the use of current technology does not assure that all MEC has been detected and removed. The Army and DTSC agree the potential exists that additional MEC items remain on the Property. DTSC considers MEC to be a hazardous material as defined in Health and Safety Code section 25260.

ARTICLE II DEFINITIONS

2.1 DTSC. "DTSC" shall mean the State of California acting by and through the Department of Toxic Substances Control and includes any successor agencies.

2.2 Owner. "Owner" shall mean the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.3 Covenantor. "Covenantor" shall mean the United States acting through the Department of the Army.

2.4 Occupant. "Occupant" shall mean Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property after the Covenantor has conveyed the Property.

ARTICLE III GENERAL PROVISIONS

3.1 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC sections 25222.1, 25355.5(a)(1)(C), and Civil Code Section 1471; (b) inures to the benefit of DTSC and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by DTSC; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2 Binding upon Owners, Occupants, and Lessees. Pursuant to H&SC sections 25222.1, 25355.5(a)(1)(C), and Civil Code section 1471, this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees. Pursuant to Civil Code Section 1471(b), all successive Owners and Occupants of the Property are expressly bound hereby for the benefit of DTSC.

3.3 Written Notice of Presence of MEC. Prior to the sale, lease, or rental of the Property, or any portion thereof; or the execution of a license or easement on the Property, the owner shall give the buyer, lessee, or renter written notice that there is potential for the presence of MEC in the soil of the Property. This written notice shall include a copy of this Covenant.

3.4 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases and subleases for any portion of the Property.

3.5 Conveyance of Property. The immediate past Owner shall notify DTSC not later than thirty (30) days after executing any document conveying any ownership interest in the

Property (excluding short-term rentals and leases, liens, and other non-possessory encumbrances for those who will have minimal potential for disturbing the soil). DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.6 Costs of Administering this Covenant. The terms of this Covenant run with the land and will continue in perpetuity unless a Variance is granted or the Covenant is Terminated pursuant to section 6. DTSC has incurred and will in the future incur costs associated with the administration of this Covenant. Pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay DTSC's costs associated with the administration of this Covenant. In the event that Property ownership changes between the time DTSC incurs administrative costs and the invoice for such costs is received, each owner of the property for the period covered by the invoice as well as the current owner is responsible for such costs.

ARTICLE IV RESTRICTIONS

4.1 Restrictions. The Property shall not be used for any of following purposes:

(1) A residence, including any mobile home or factory built housing used as residential human habitation.

(2) A hospital for humans.

(3) A public or private school.

(4) A day care center for children.

4.2 Management of MEC. If the Owner or Occupant, or any other person should find MEC on the Property, they should not disturb, remove or destroy it, but shall immediately call the local police or local fire authorities and the Army so that appropriate ordnance personnel can

be dispatched. Any MEC items found on the Property shall be managed in accordance with all applicable provisions of state and federal law.

4.3 MEC Notice. The Owner or Occupant shall provide DTSC written notice of any MEC item found on the Property within fourteen (14) days of such finding.

4.4 Soil Management. Because MEC was only found on the North East Shore Parcel, the following MEC soil management requirements are set forth for the North East Shore Parcel only:

(1) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the North East Shore Parcel without a prior DTSC approved Site Safety Plan, which:

- (a) Describes the potential for explosive hazards associated with the site,
- (b) Specifies safety precautions to be taken during soil disturbance activities, and
- (c) Specifies necessary notification procedures should MEC items be found.

(2) No soil will be removed from the North East Shore Parcel without prior approval from DTSC.

4.5 Inspection and Monitoring of Restrictions. The Owner shall inspect the Property annually for compliance with any of the Restrictions herein. Any violations of the Restrictions shall be grounds for DTSC to take enforcement actions in accordance with section 5.1.

4.6 Owner to Report to DTSC. Beginning the first full calendar year after the Covenant is executed, the Owner will file a written report with DTSC providing results of the annual inspections required in section 4.5 above.

4.6 Access. DTSC and the Covenantor, their officers, employees, contractors, subcontractors and agents shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling and other activities consistent with the purposes of this Covenant as deemed necessary by DTSC and the Covenantor to protect the public health or

safety or the environment. DTSC and the Covenantor shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access.

ARTICLE V ENFORCEMENT

5.1 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for DTSC, by reason of this Covenant, to require that the Owner or Occupant modify or remove any improvements ("Improvements" herein shall include, but are not limited to, all buildings, roads, driveways, and paved parking areas, etc.) constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant shall be grounds for DTSC to file civil and/or criminal actions including nuisance or abatement against the Owner or Occupant as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.1 Variance. Any Owner, or with the Owner's consent, any Occupant, may apply to DTSC for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.2 Termination. Any Owner, or with the Owner's consent, any Occupant, may apply to DTSC for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.3 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by DTSC in the exercise of its discretion.

ARTICLE VII MISCELLANEOUS

7.1 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.2 State of California References. All references to the State of California and the DTSC include successor agencies/departments or other successor entity(ies) and delegated agencies.

7.3 Recordation. Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Lassen within ten (10) days of the Covenantor's receipt of a fully executed original and prior to transfer of the Property from the Army to another Owner.

7.4 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: 1) when delivered, if personally delivered to the person being served or 2) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: Commander
Sierra Army Depot
Herlong, California 96113

and

United States Army Engineering District-Sacramento
Attn: CESPK
1325 J Street
Sacramento, California 95814

To Lassen County: Lassen County
Department of Community Development
707 Nevada Street, Suite 5
Susanville, CA 96130

To Department: Department of Toxic Substances Control

8800 Cal Center Drive
Sacramento, California 95826
Attention: Anthony J. Landis, P.E.
Chief,
Northern California Operations
Office of Military Facilities

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.5 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.6 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.7 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

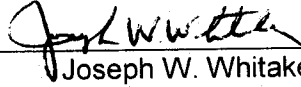
7.8 Representative Authority. The undersigned representative of each Party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

7.9 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

DEPARTMENT OF THE ARMY

By: _____



Joseph W. Whitaker

Deputy Assistant Secretary of the Army for Installations and Housing

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

)ss

COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of September, 2008, do hereby certify that on this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army for Installations and Housing, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated the 30th day of September, 2004, and acknowledges the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this 30th day of September, 2004.

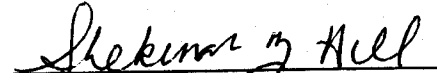

NOTARY PUBLIC

Exhibit A

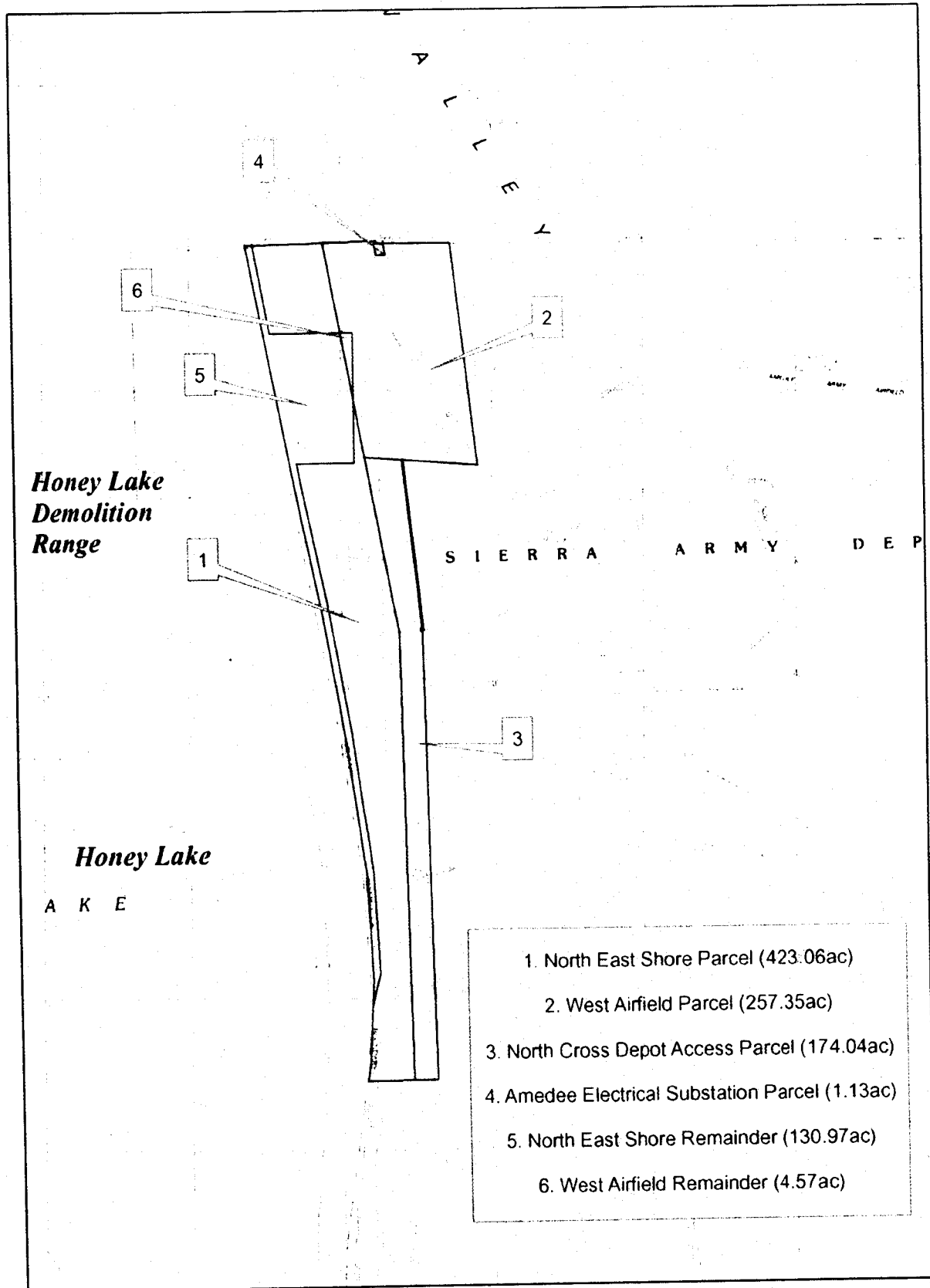


Exhibit B-1

North East Shore Parcel

A parcel of land situate in Sections 20, 28, 29, 32 and 33, Township 28 North, Range 16 East, and in Sections 4 and 5, Township 27 North, Range 16 East, Mount Diablo Meridian, Lassen County, California, being a portion of that parcel identified as the "East Shore Parcel" as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records, more particularly described as follows:

All of that parcel identified as the "East Shore Parcel" as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records,

Excepting therefrom that portion of said "East Shore Parcel" lying south of the following described line:

Commencing, for reference, from a brass cap in concrete marked "U.S.C.E. 110-19" in said Section 4 as shown in said R/S 12/31/99, thence N 46°04'51" W 689.50 feet to a point on the east line of said "East Shore Parcel", said point being the TRUE POINT OF BEGINNING; thence S 89°32'30" W 1001.41 feet to a point in the west line of said "East Shore Parcel" and the Point of Termination of the Line.

Also excepting therefrom the following:

North East Shore Remainder

A parcel of land situated in Sections 20, 29 & 32, Township 28 North, Range 16 East, Mount Diablo Meridian, Lassen County, California, being a portion of those certain parcels identified as the "East Shore Parcel" and "Amadee Airfield Parcel" said parcels are shown and so designated on the Record of Survey entitled "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded in Book 38 of Maps, Pages 42 - 51, Official Records of said Lassen County, being more particularly described as follows:

Commencing at the northwest corner of said "East Shore Parcel", also being the Point of Beginning; thence along the north line thereof North 88°52'52" East a distance of 198.00 feet, to the original position for the quarter corner; thence leaving said common line South 6°49'43" East a distance of 48.36, to a point along a barbed wire fence; thence South 9°19'25 East a distance of 1312.39 feet; thence South

8°35'12" East a distance of 553.63 feet, thence South 89°19'58" East a distance of 1912.49 feet, being the line that crosses into the "Amadee Airfield Parcel"; thence South 0°40'7" West a distance of 2800.05 feet, being the line that returns to the East Shore Parcel; thence North 89°19'36" West a distance of 1452.46 feet; thence South 12°16'26" East a distance of 3780.28 feet; thence South 9°1'3" East a distance of 2609.78 feet; thence South 8°0'57" East a distance of 2711.53 feet; thence South 0°0'50" West a distance of 1352.35, to a point along the original western boundary of the "East Shore Parcel"; thence along original East Shore Parcel western boundary North 2°35'59" West a distance of 1424.47 feet; thence North 8°5'59" West a distance of 3000.06 feet; thence North 10°5'59" West a distance of 2733.39 feet; thence North 11°35'59" West a distance of 2666.73 feet; thence North 11°5'59" West a distance of 2400.05 feet; thence North 10°35'59" West a distance of 3000.07, to the Original Point of Beginning and containing 135.54 acres of land, more or less.

Excepting therefrom the following:

West Airfield Remainder

A parcel of land situate in Section 20, Township 28 North, Range 16 East, Mount Diablo Meridian, Lassen County, California, being a portion of that certain parcel identified as the "Amadee Airfield Parcel" as said parcel is shown and so designated on the Record of Survey entitled "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded in Book 38 of Maps, Page 42, Official Records of said Lassen County, being more particularly described as follows:

Commencing at the northwest corner of that certain parcel identified as "East Shore Parcel" of said Record of Survey; thence along the west line thereof South 10°35'59" East a distance of 1,940.12 feet; thence leaving said west line of said "East Shore Parcel", East a distance of 1,685.60 feet to a point on the east line of said "East Shore Parcel" said east line being common to the west line of said "Amadee Airfield Parcel" said point on said common line being the True Point of Beginning; thence from said True Point of Beginning along said common line

South $10^{\circ}27'38''$ East a distance of 1,493.76 feet; thence leaving said common line North a distance of 1,468.93 feet; thence West a distance of 271.20 feet to said True Point of Beginning and containing 4.572 acres of land, more or less.

End of Description

Containing, less the exceptions, 423.06 acres, more or less.

Exhibit B-2

West Airfield Parcel

A parcel of land situate in Sections 20 through 27, Township 28 North, Range 16 East, Mount Diablo Meridian, Lassen County, California, being a portion of that parcel identified as the "Amadee Airfield Parcel" as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records, more particularly described as follows:

All of that parcel identified as the "Amadee Airfield Parcel" as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records;

Excepting therefrom that portion of said "Amadee Airfield Parcel" lying east of the following described line:

Commencing, for reference, from the northwest corner of Section 21, marked by a 2" Brass Cap marked "GLO-1942" as shown in said Record of Survey, thence along the north section line and north line of said "Amadee Airfield Parcel" N 89°41'46" E 1458.20 feet to a point, said point being the TRUE POINT OF BEGINNING; thence S 05°50'29" E 4851.40 feet to a point on the south line of said "Amadee Airfield Parcel" and the Point of Termination of the Line.

Also excepting therefrom the following:

West Airfield Remainder

A parcel of land situate in Section 20, Township 28 North, Range 16 East, Mount Diablo Meridian, Lassen County, California, being a portion of that certain parcel identified as the "Amadee Airfield Parcel" as said parcel is shown and so designated on the Record of Survey entitled "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded in Book 38 of Maps, Page 42, Official Records of said Lassen County, being more particularly described as follows:

Commencing at the northwest corner of that certain parcel identified as "East Shore Parcel" of said Record of Survey; thence along the west line thereof South 10°35'59" East a distance of 1,940.12 feet; thence leaving said west line of said "East Shore Parcel", East a distance of 1,685.60 feet to a point on the east line of said "East Shore Parcel" said east line being common to the west line of said "Amadee Airfield Parcel" said point on said common line being the True Point of Beginning; thence from said True Point of Beginning along said common line South 10°27'38" East a distance of 1,493.76 feet; thence leaving said common line North a distance of 1,468.93 feet; thence West a distance of 271.20 feet to said True Point of Beginning and containing 4.572 acres of land, more or less.

End of Description

Containing, less the exceptions, 257.35 acres, more or less.

Exhibit B-3

North Cross Depot Access Parcel

A parcel of land situate in Sections 20, 21, 28, 29 and 33, Township 28 North, Range 16 East, and in Section 4, Township 27 North, Range 16 East, Mount Diablo Meridian, Lassen County, California, being a portion of that parcel identified as the 1054.67 acre "Cross Depot Access Parcel" as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records, more particularly described as follows:

All of that parcel identified as the "Cross Depot Access Parcel" as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records,

Excepting therefrom that portion of said "Cross Depot Access Parcel" lying south of the following described line:

Commencing, for reference, from a brass cap in concrete marked "U.S.C.E. 110-19" in said Section 4 as shown in said Record of Survey, thence N 46°04'51" W 689.50 feet to a point on the west line of said "Cross Depot Access Parcel", said point being the TRUE POINT OF BEGINNING;

thence N 89°32'30" E 521.62 feet to a point in the east line of said "Cross Depot Access Parcel" and the Point of Termination of the Line.

End of Description

Containing, less the exception, 174.04 acres, more or less.

Basis of bearings as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records.

Exhibit B-4

Amadee Electrical Substation Parcel

A parcel of land situate in Sections 20 and 21, Township 28 North, Range 16 East, Mount Diablo Meridian, Lassen County, California, being that parcel identified as the "Amadee Electrical Substation Parcel" as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records.

End of Description

Containing 1.13 acres, more or less.

Basis of bearings as shown on the Record of Survey of "Amadee Airfield Parcel and Amadee Electrical Substation Parcel and East Shore Parcel and Cross Depot Access Parcel at Sierra Army Depot", recorded at Book 38, Page 42 of Maps, Lassen County Records.